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*Attorneys for Plaintiff*  
*Baker Hughes Oilfield Operations, Inc.*

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ALASKA**

*Baker Hughes Oilfield Operations, Inc.,*

Plaintiff,

v.

*Ahtna Environmental, Inc.,*  
Defendant.

**COMPLAINT**

**[Alaska Stat. §§ 45.02.101–45.02.725;  
Breach of Contract]**

**JURY TRIAL DEMANDED**

Plaintiff Baker Hughes Oilfield Operations, Inc. (“Baker Hughes”) files this Complaint against Defendant Ahtna Environmental, Inc. (“Ahtna” or “Defendant”) and alleges as follows:

**I.**

**Jurisdictional Statement**

1. This Court has original jurisdiction under 28 U.S.C. § 1332(a)(1) because plaintiff and defendant are citizens of different states and the amount in controversy exceeds the \$75,000 jurisdictional threshold.

2. Plaintiff Baker Hughes Oilfield Operations, Inc. is a California corporation that maintains its principal place of business in Houston, Texas.

3. Defendant Ahtna Environmental, Inc. is an Alaskan corporation with its principal place of business in Anchorage, Alaska.

4. Exclusive of fees and costs, the amount in controversy is \$95,734.75

## **II. Parties**

5. Plaintiff Baker Hughes Oilfield Operations, Inc. is a California corporation that maintains its principal place of business in Houston, Texas. It may be served through undersigned counsel.

6. Defendant Ahtna Environmental, Inc. is an Alaskan corporation with its principal place of business in Anchorage, Alaska. It may be served through its registered agent at

Ahtna Environmental, Inc.  
c/o CT Corporation System, its Registered Agent  
9360 Glacier Hwy Ste. 202  
Juneau, AK 99801

## **III. Statement of Facts**

7. Baker Hughes files this Complaint against Ahtna for breach of contract because Ahtna has failed to pay sums due and owing under a trade account.

8. On or about December 3, 2016, Ahtna ordered goods and services from Baker Hughes in connection with oil and gas operations on the Tolsona #1 Well in the Chitina District, Alaska, and Baker Hughes agreed to provide the requested goods and services (the “Contract”). Under the terms of the Contract, Ahtna agreed to pay specified rates. To date, Ahtna has not paid and refuses to pay the amount due under the Contract.

9. Accordingly, Baker Hughes brings the following cause of action to collect the total amount due on Ahtna’s account with Baker Hughes. The total amount due, after deducting all payments, credits and lawful offsets is \$95,734.75, plus contract interest, attorneys’ fees, expenses, and costs. Baker Hughes has made demand for payment prior to filing suit.

**IV.**  
**Cause of Action**  
**Breach of Contract**

10. Baker Hughes incorporates by reference the preceding paragraphs.

11. Contract. Baker Hughes and Ahtna were parties to the Contract for the sale of goods and services in connection with oil and gas operations on the Tolsona #1 Well in Chitina District, Alaska. Under the terms of the Contract, Ahtna agreed to pay specified rates. A representative of Ahtna signed the Order Acknowledgments for the goods and services provided by Baker Hughes. The Contract was valid, binding, and enforceable at the time of the breach by Ahtna. True and correct copies of the documents evidencing the Contract are attached hereto as **Exhibit 1**, and incorporated by reference. Because the Contract includes sale of goods, Alaska's Uniform Commercial Code, Alaska Stat. §§ 45.02.101–45.02.725, applies.

12. Baker Hughes' Performance. Baker Hughes performed its duties under the Contract by providing to Ahtna the goods and services it ordered at a reasonable and agreed-upon price. Baker Hughes sent invoices ("Invoices") to Ahtna for payment. True and correct copies of the Invoices are attached hereto as **Exhibit 2** and incorporated by reference.

13. Ahtna's Breach. Ahtna breached the contract when it failed to pay Baker Hughes sums due and owing in the principal amount of \$95,734.75. Further, under the Contract Baker Hughes is entitled to recovery of interest at a rate of 10% per annum for invoices unpaid after 30 days, plus costs of collection, to include reasonable attorney's fees and court costs.

14. Baker Hughes has not waived Ahtna's performance, and all conditions precedent have been satisfied to bring this suit.

15. Baker Hughes seeks to recover the principal amount of \$95,734.74 due and owing under the Contract, contract interest, reasonable attorneys' fees, expenses and costs as provided for in the parties' Contract and authorized under Alaska Stat. § 09.60.10.

16. Baker Hughes also seeks recovery of any incidental damages incurred because of Ahtna's breach under Alaska's Uniform Commercial Code, Alaska Stat. § 45.02.710.

### **Prayer for Relief**

Wherefore, premises considered, Baker Hughes Oilfield Operations, Inc. prays that Ahtna Environmental, Inc. be cited to appear and answer herein as required by law, and that upon final hearing, Baker Hughes be awarded judgment against Defendant for the relief requested herein as follows:

(a) Actual Damages. The principal sum of \$95,734.74 representing the amount owed on the subject contracts;

(b) Incidental Damages. Costs of collection under the Contract, or damages above-and-beyond the Contract amount that Baker Hughes had to expend in order to collect the amounts due and unpaid under Alaska's Uniform Commercial Code, Alaska Stat. § 45.02.710.

(c) Prejudgment Interest. Pre-judgment interest at 10% from Defendants as stated in the Contract or at the highest lawful rate;

(d) Costs. All costs of court;

(e) Attorneys' Fees. Reasonable attorneys' fees from Defendant pursuant to the parties Contract or alternatively under Alaska law as a prevailing party;

(f) Post-Judgment Interest. Plaintiff is entitled to recover interest on its judgment from the date of judgment until date paid at the highest lawful rate; and

(g) Additional Relief. Plaintiff is entitled to all other relief, special or general, legal or equitable, as it may be shown justly entitled to receive.

Respectfully Submitted,

By: /s/ Erik LeRoy

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